

REMARKS

A. Introduction

Claim 36 was pending and under consideration in the application, claims 28-35 having been previously withdrawn, and claims 21-27 having been previously canceled.

In the Office Action mailed August 11, 2010, claim 36 was rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over *Crevelt* et al., U.S. patent No. 5,902,983 (hereinafter, “*Crevelt*”) in view of Johnson, US 2001/0031663 A1 (hereinafter, “*Johnson*”) and Walker et al., US patent No. 6,012,983 (hereinafter, “*Walker*”).

In response, Applicants are hereby amending claim 36 for clarity. No new matter is being added.

B. Claim Rejections Under 35 U.S.C. §103

Claim 36 was rejected as allegedly being unpatentable over *Crevelt* in view of *Johnson* and further in view of *Walker*.

Crevelt relates to employing electronic funds transfer systems directly coupled to gaming machines for the purpose of obtaining playing credit. *Crevelt*, 1:8-11. A gaming machine includes apparatus necessary to send requests to and receive authorizations from an electronic funds transfer (EFT) system. All such requests for credit are limited to a preset amount, so that when a player uses an EFT transfer to obtain playing credit, that credit will be limited to no more than a specified amount. In practice, the player inserts his or her ATM card (debit card), keys in a PIN number, requests playing credit, and receives the preset amount of credit which can be converted to plays on the gaming machine. *Crevelt*, abstract. *Crevelt* discloses a gaming machine that allows a player to transfer funds **from a remote funds repository** (e.g., a bank) via an electronic funds transfer system and convert the transferred funds into plays on the gaming machine. *Crevelt*, 2:50-54

As presently recited, in contradistinction to *Crevelt*, Applicants claim a method tied to a gaming system, the gaming system comprising (i) a plurality of gaming terminals, and (ii) a financial server in communication with each of the plurality of gaming terminals via a communication network. **Within the gaming system**, a player’s personal account is generated,

and financial information regarding monetary amounts belonging to the player are stored on the financial server. The financial server (of the gaming system): (i) permits a player, from at least one of the plurality of gaming terminals, to request at least one of the following actions: combine player personal accounts, open a new player personal account, and close out an existing player personal account; (ii) stores financial information regarding monetary amounts expended by a player in playing said one or more games; (iii) determines player loss from said financial information; (iv) determines an amount won from said financial information; (v) compares the amount won to the win amount limit; (vi) prevents said player from utilizing monetary amounts associated with said account to play said one or more games for at least a period of time if said determined player loss meets certain criteria or if the amount won exceeds the win amount limit.

As acknowledged by the Office Action (page 6 and 7), *Crevelt* fails to disclose: (a) preventing said player from utilizing monetary amounts associated with said account to play said one or more games for at least a period of time if said determined player loss meets certain criteria or if the amount won; and (b) storing a threshold win amount limit, above which subsequent play should be limited. Neither does *Crevelt* teach or suggest a financial server, that is part of a gaming system, permitting a player, from at least one of a plurality of gaming terminals, to request at least one of the following actions: combine player personal accounts, open a new player personal account, and close out an existing player personal account.

The Office Action asserted that (a) *Johnson* discloses preventing a player from utilizing monetary amounts associated with an account to play one or more games for at least a period of time if the player meets certain criteria, and (b) *Walker* discloses allowing players to set a limit on winnings such that automated play is stopped if the winnings threshold is exceeded. Whether or not the foregoing assertions are true, such disclosures fail to cure the deficiencies noted above. Because the above noted features are not taught or suggested by the cited prior art, the Office Action fails to establish that the invention as a whole would have been obvious in light thereof. See MPEP 2143.03. “All words in a claim must be considered in judging the patentability of that claim against the prior art.” As a result, claim 36 is patentable over the combination of *Crevelt*, *Johnson*, and *Walker*.

C. Conclusion

The claims are believed to be in condition for allowance. Accordingly, allowance of the claims at the earliest possible date is requested.

If prosecution of this application can be assisted by telephone, the Examiner is requested to call the undersigned attorneys at (510) 663-1100.

Applicants do not believe that any additional fees are required to facilitate the filing of this Amendment. However, if it is determined that such fees are due, please charge such additional fees to Deposit Account No. 504480 (Order No. IGT1P130X2).

Respectfully submitted,
WEAVER AUSTIN VILLENEUVE & SAMPSON LLP

/ Michael L. Day /

Michael L. Day
Registration No. 55,101

P.O. Box 70250
Oakland, CA 94612-0250
510-663-1100